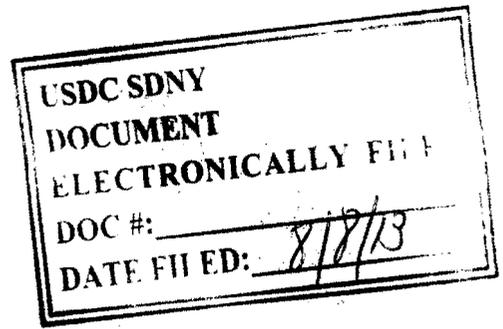


ORIGINAL



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
THE UNITED STATES OF AMERICA, ex rel. :
STEVEN CABALLERO AND :
CARMEN SKRINE, :
:

Plaintiffs/Relators, :
:

v. :
:

TESTQUEST, INC., THE CITY OF NEW YORK, :
NEW YORK CITY DEPARTMENT OF :
EDUCATION, MTL CONSULTANTS, :
TIFFANY HOTT, in her individual and official :
capacity, and MICHAEL LOGAN, in his :
individual and official capacity, :
:

Defendants. :
-----X

12 Civ. 4626 (LLS)

STIPULATION AND ORDER OF
SETTLEMENT AND DISMISSAL

UNITED STATES OF AMERICA, :
:

Plaintiff, :
:

v. :
:

TESTQUEST, INC., MICHAEL LOGAN, :
SANDRA ALLEN, SYLVIA BRATHWAITE, :
and QUENTON GITTENS, :
:

Defendants. :
-----X

WHEREAS, this Stipulation and Order of Settlement and Dismissal (the “Stipulation”) is entered into by and among the United States of America (the “United States” or “Government”), by its attorney, Preet Bharara, United States Attorney for the Southern District of New York; Michael Logan (“Logan”), by his authorized representatives; and relators Steven Caballero and Carmen Skrine (“Relators”), by their authorized representatives (collectively, the “Parties”);

WHEREAS, from the 2005/2006 academic year through the 2011/2012 academic year (the “Covered Period”), Logan was an employee of TestQuest, Inc. (“TestQuest”). During the Covered Period, TestQuest provided Supplemental Educational Services (“SES”) in the form of after-school tutoring to underprivileged students attending underperforming public schools in New York City. In exchange for providing these tutoring services, the New York City Department of Education paid TestQuest a fixed amount of money per hour for each student that it tutored, using funds provided to New York State by the federal Government pursuant to the Elementary and Secondary Education Act of 1965, as amended by the No Child Left Behind Act of 2001, 20 U.S.C. § 6301, *et seq.*;

WHEREAS, on June 13, 2012, Relators filed a *qui tam* complaint (the “Relators’ Complaint”) against TestQuest, Logan, and others pursuant to the *qui tam* provisions of the False Claims Act (the “FCA”), 31 U.S.C. §§ 3726, *et seq.*;

WHEREAS, on January 29, 2013, the Government intervened in this case and filed its Complaint-in-Intervention;

WHEREAS, contemporaneous with the filing of this Stipulation, the Government is filing an Amended Complaint-in-Intervention (the “Amended Federal Complaint”) against TestQuest, Logan, and others under the FCA. As to Logan, the Amended Federal Complaint alleges that, throughout the Covered Period, he directed other TestQuest employees to falsify

daily student attendance records at two high schools in the Bronx, New York — the Monroe Academy of Business and Law/High School of World Cultures (“Monroe”) and the Global Enterprise Academy/Christopher Columbus High School (“GEA”) — to make it appear that more students had attended TestQuest’s SES tutoring program than had actually attended. The Amended Federal Complaint further alleges that, due to Logan’s conduct, TestQuest billed and obtained federal funds for tutoring services that it never provided;

WHEREAS, the Parties have reached a mutually agreeable resolution addressing the claims asserted against Logan in both the Amended Federal Complaint and the Relators’ Complaint;

NOW, THEREFORE, upon the Parties’ agreement, IT IS HEREBY ORDERED that:

TERMS AND CONDITIONS

1. The Parties consent to the Court’s exercise of subject matter jurisdiction over this action and personal jurisdiction over each of them.

2. Logan hereby admits, acknowledges, and accepts responsibility for the following conduct related to TestQuest’s SES program at Monroe and GEA, all of which occurred during the Covered Period:

a. TestQuest was required to record daily attendance at each of its SES tutoring classes, including having each student who attended sign a standard attendance sheet (the “daily student attendance sheet”). To receive payment for its SES tutoring, TestQuest was required to certify that its daily attendance records were “true and accurate.”

b. Throughout the Covered Period, TestQuest employed Michael Logan (“Logan”) to manage its SES program at Monroe and GEA. Logan, in turn, recruited teachers and substitute teachers from Monroe and GEA to serve as tutors for TestQuest’s SES program at those schools (“tutors”), and recent graduates of Monroe and GEA to help him run the program (“aides”).

c. Throughout the Covered Period, Logan directed many of the tutors and aides to engage in fraudulent conduct in connection with TestQuest's SES program at Monroe and GEA. For example:

(1) Logan directed aides to prompt students to sign the daily student attendance sheets for SES classes that the students had not attended, including by bringing the daily student attendance sheets to other after-school activities, such as baseball and basketball practice, and instructing students attending those activities to sign the sheets;

(2) Logan directed aides to forge student signatures on the daily student attendance sheets;

(3) Logan directed tutors to assist the aides in prompting students to sign the daily student attendance sheets for classes that the students had not attended, including by accompanying the aides to the Monroe cafeteria and instructing students who were in the cafeteria, but who had not received any SES tutoring, to sign the daily student attendance sheets; and

(4) Logan directed tutors to sign the instructor certifications on the daily student attendance sheets — and thereby certify that they had provided SES tutoring to all of the students whose signatures appeared on the sheets — even though they had not provided SES tutoring to some or all of those students.

d. In response to instructions from Logan, many tutors and aides in fact falsified entries on the daily student attendance sheets, or caused students to falsify entries on the daily student attendance sheets.

e. On multiple occasions throughout the Covered Period, Logan observed: (1) aides forging student signatures on the daily student attendance sheets; (2) students signing the daily student attendance sheets for SES classes that Logan knew the students had not attended; and (3) tutors signing the instructor certifications on the daily student attendance sheets for tutoring that Logan knew had not been provided.

f. As a result of Logan's conduct, TestQuest's daily student attendance sheets from the Covered Period are replete with falsifications, and report that many more students had attended its SES tutoring classes than had actually attended.

g. Logan understood that TestQuest used the above-referenced falsified daily student attendance sheets to prepare invoices that TestQuest then submitted in connection with its SES tutoring program. Logan further understood that these invoices ultimately resulted in TestQuest being paid federal funds for SES tutoring that it never provided.

3. Logan has entered into a plea agreement with the Government (the "Plea Agreement") and has pled guilty to a criminal Information charging him with one count of

conspiring to defraud a federal program, in violation of 18 U.S.C. § 371. Pursuant to the Plea Agreement, Logan has agreed to pay restitution to the Government in the amount of \$758,000, pursuant to 18 U.S.C. §§ 3663 and 3663A, and in addition to forfeit to the Government a sum of money representing the amount of proceeds derived from the offense, pursuant to 18 U.S.C. § 981 and 28 U.S.C. § 2461 (collectively, the “Restitution and Forfeiture Amounts”). The method and timing of payment of the Restitution and Forfeiture Amounts (the “Payment Conditions”) will be determined in the context of the criminal proceeding against Logan.

4. Logan shall execute a judgment in favor of the Government, and against him, in the amount of \$2,300,000 and in the form attached hereto as Exhibit A (the “Judgment”). Pursuant to this Stipulation, the Government agrees to accept the Restitution and Forfeiture Amounts to be paid pursuant to the Payment Conditions, along with the other obligations imposed on Logan under this Stipulation, in full satisfaction of the aforementioned Judgment and of the Government’s claims against Logan arising out of the conduct alleged in the Amended Federal Complaint and the Relators’ Complaint. Should Logan violate any of the terms of this Stipulation or the Payment Conditions, Logan agrees that, pursuant to the procedure set forth in Paragraph 9 below, the full Judgment shall become due and payable and the Government may take action to collect on the Judgment.

5. Subject to Logan’s full compliance with the terms of this Stipulation, as well as the Payment Conditions, the Government releases him from any civil or administrative monetary claims that the Government has, or may have, for the conduct alleged in the Amended Federal Complaint or the Relators’ Complaint under the FCA, 31 U.S.C. §§ 3729, *et seq.*, the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a, the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801, *et seq.*, and the common law theories of payment by mistake and unjust

enrichment; provided, however, that nothing in this Stipulation shall be construed as a release of any claims that the Government has, or may have, against any other individual or entity in connection with the conduct alleged in the Amended Federal Complaint or the Relators' Complaint.

6. Subject to Logan's full compliance with the terms of this Stipulation, Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, release Logan:

(a) from any claims Relators have asserted, or could have asserted, or may assert in the future for any acts or omissions relating to TestQuest's provision of SES tutoring that predate this Stipulation; and (b) from any claims that Relators have on behalf of the Government for the conduct alleged in the Relators' Complaint or the Amended Federal Complaint under the FCA, 31 U.S.C. §§ 3729, *et seq.*; provided, however, that nothing in this Stipulation shall be construed as a release of any claims that Relators have, or may have, against any other individual or entity in connection with the conduct alleged in the Relators' Complaint.

7. In consideration of Relators' execution of this Stipulation and Relators' releases as set forth in Paragraph 6 above, Logan releases Relators and their heirs, attorneys, agents, successors, and assigns from any and all claims for any action, event, or conduct, known or unknown, that predates this Stipulation.

8. Notwithstanding the releases given in Paragraph 5 above, or any other term of this Stipulation, the following additional claims of the Government are specifically reserved and are not released by this Stipulation:

- a. any liability arising under Title 26, United States Code (Internal Revenue Code);
- b. any criminal liability;

- c. except as explicitly stated in this Stipulation, any civil or administrative liability;
- d. the right to pursue debarment in connection with matters raised in the Amended Federal Complaint or the Relators' Complaint;
- e. any liability to the Government (or its agencies) for any conduct other than that described in the Amended Federal Complaint or the Relators' Complaint; and
- f. any liability based upon obligations created by this Stipulation.

9. Should Logan fail to comply materially with any term of this Stipulation or the Payment Conditions, he shall be in default of this Stipulation ("Default"). The Government shall provide written notice to Logan of any Default in the manner set forth in Paragraph 25 below. Logan shall then have an opportunity to cure the Default within seven (7) calendar days from the date of delivery of the notice of Default. In the event that a Default is not fully cured within seven (7) calendar days of the delivery of the notice of Default ("Uncured Default"), the full Judgment shall immediately be due and payable and may be executed on, and interest shall accrue at the rate of 9% per annum compounded annually on the remaining unpaid principal balance, beginning seven (7) calendar days after delivery of the notice of Default. In the event of an Uncured Default, Logan agrees that in addition to taking action to collect on the Judgment, the Government, at its option, may: (a) rescind this Stipulation and reinstate the Amended Federal Complaint; (b) seek specific performance of this Stipulation and/or the Payment Conditions to cure any Default; (c) offset the amount due under the Judgment from any amounts due and owing Logan by any department, agency or agent of the United States at the time of Default; or (d) exercise any other rights granted by law, or under the terms of this Stipulation, or recognizable at common law or in equity. In the event that the United States opts to rescind this

Stipulation pursuant to this Paragraph, Logan shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any civil or administrative claims that relate to the conduct alleged in the Amended Federal Complaint or the Relators' Complaint, except to the extent such defenses were available on the Effective Date. Logan shall not contest any offset imposed or any collection action undertaken by the Government pursuant to this Paragraph, either administratively or in any court. In addition, Logan shall pay to the Government all reasonable costs of collection and enforcement under this Paragraph, including attorney's fees and expenses. In the event that the United States opts to seek specific performance of the Payment Conditions, interest shall accrue at the rate of 9% per annum compounded annually on any payments that are due and owing under the Payment Conditions, beginning seven (7) calendar days after delivery of the notice of Default.

10. Relators and their heirs, successors, attorneys, agents, and assigns agree that they shall not receive any portion of the Restitution and Forfeiture Amounts, or any moneys ultimately collected in connection with the Plea Agreement, this Stipulation or the Judgment. Relators and their heirs, successors, attorneys, agents, and assigns shall not object to this Stipulation, and agree and confirm that this Stipulation is fair, adequate, and reasonable, pursuant to 31 U.S.C. § 3730(c)(2)(B). Relators, for themselves individually, and for their heirs, successors, attorneys, agents, and assigns, release, waive, and forever discharge the United States, its officers, agents, and employees, from any claims, known or unknown, arising from the filing of the Relators' Complaint and from any claims under 31 U.S.C. § 3730.

11. Nothing in this Stipulation constitutes an agreement by the United States concerning the characterization of the Restitution and Forfeiture Amounts or the Judgment for purposes of the Internal Revenue laws, Title 26 of the United States Code.

12. Logan releases the Government, its agencies, employees, servants, and agents, as well as Relators, their heirs, successors, attorneys, agents, and assigns, from any claims that Logan has asserted, could have asserted, or may assert in the future against the Government, its agencies, employees, servants, or agents, or Relators, their heirs, successors, attorneys, agents, and assigns, known or unknown, related to the conduct alleged in the Amended Federal Complaint or the Relators' Complaint, as well as the Government's investigation and prosecution thereof.

13. This Stipulation is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity.

14. Logan represents and warrants that he has reviewed his financial situation, that he is currently solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and that he reasonably believes that he shall remain solvent following compliance with this Stipulation. Further, the Parties warrant that, in evaluating whether to execute this Stipulation, they (a) have intended that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to Logan, within the meaning of 11 U.S.C. § 547(c)(1); and (b) have concluded that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any entity to which Logan was or became indebted on or after the date of this Stipulation, within the meaning of 11 U.S.C. § 548(a)(1).

15. If within 91 days of the Effective Date of this Stipulation or any payment made pursuant to this Stipulation, Logan commences, or a third party commences, any case, action, or

other proceeding under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors (a) seeking an order for relief of Logan's debts, or seeking to adjudicate Logan as bankrupt or insolvent; or (b) seeking appointment of a trustee, custodian, or other similar official for Logan or for all or part of Logan's assets, Logan agrees as follows:

a. Logan's obligations under this Stipulation, the Payment Conditions or the Judgment may not be avoided pursuant to 11 U.S.C. § 547, and Logan shall not argue or otherwise take the position in any such case, action, or proceeding that (i) Logan's obligations under this Stipulation, the Payment Conditions or the Judgment may be avoided under 11 U.S.C. § 547; (ii) Logan was insolvent at the time this Stipulation was entered into; or (iii) the mutual promises, covenants, and obligations set forth in this Stipulation do not constitute a contemporaneous exchange for new value given to Logan.

b. If any of Logan's obligations under this Stipulation, the Payment Conditions or the Judgment are avoided for any reason, including, but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code, the Government, at its option, may rescind this Stipulation and reinstate the Amended Federal Complaint, and pursue any civil and/or administrative claim, action, or proceeding against Logan that would otherwise be covered by the releases in Paragraphs 5 and 6 above. Logan agrees that (i) any such claim, action, or proceeding brought by the Government would not be subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) as a result of the case, action, or proceeding described in the first clause of this Paragraph, and Logan shall not argue or otherwise contend that the claim, action, or proceeding is subject to an automatic stay; (ii) Logan shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar

theories, to any claim, action, or proceeding that is brought by the Government within 60 calendar days of written notification to Logan that the Stipulation has been rescinded pursuant to this Paragraph, except to the extent such defenses were available on the Effective Date; and (iii) the Government has a valid claim against Logan for the Restitution and Forfeiture Amounts and the Judgment, and the Government may pursue the claim in the case, action, or proceeding described in the first clause of this Paragraph, as well as in any other case, action, or proceeding.

c. Logan acknowledges that the agreements in this Paragraph are provided in exchange for valuable consideration provided in this Stipulation.

16. If more than 90 days after the Effective Date of this Stipulation but before Logan has fully satisfied his payment obligations under the Payment Conditions, Logan commences, or a third party commences, any case, action, or other proceeding under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors (a) seeking an order for relief of Logan's debts, or seeking to adjudicate Logan as bankrupt or insolvent; or (b) seeking appointment of a trustee, custodian, or other similar official for Logan or for all or part of Logan's assets, Logan agrees as follows:

a. If any of Logan's obligations under this Stipulation, the Payment Conditions or the Judgment are avoided for any reason, including, but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code, the Government, at its option, may rescind this Stipulation and reinstate the Amended Federal Complaint, and pursue any civil and/or administrative claim, action, or proceeding against Logan that would otherwise be covered by the releases in Paragraphs 5 and 6 above. Logan agrees that (i) any such claim, action, or proceeding brought by the

Government would not be subject to an “automatic stay” pursuant to 11 U.S.C. § 362(a) as a result of the case, action, or proceeding described in the first clause of this Paragraph, and Logan shall not argue or otherwise contend that the claim, action, or proceeding is subject to an automatic stay; (ii) Logan shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any claim, action, or proceeding that is brought by the Government within 60 calendar days of written notification to Logan that the Stipulation has been rescinded pursuant to this Paragraph, except to the extent such defenses were available on the Effective Date; and (iii) the Government has a valid claim against Logan for the Restitution and Forfeiture Amounts and the Judgment, and the Government may pursue the claim in the case, action, or proceeding described in the first clause of this Paragraph, as well as in any other case, action, or proceeding.

b. Logan acknowledges that the agreements in this Paragraph are provided in exchange for valuable consideration provided in this Stipulation.

17. Logan agrees to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47) incurred by or on behalf of Logan in connection with:

- (1) the matters covered by this Stipulation;
- (2) the United States’ audit(s) and civil and/or criminal investigation(s) of the matters covered by this Stipulation;
- (3) Logan’s investigation, defense, and corrective actions undertaken in response to the United States’ audit(s) and civil and/or criminal investigation(s)

in connection with the matters covered by this Stipulation (including attorney's fees);

(4) the negotiation and performance of this Stipulation; and

(5) any payments Logan makes to the United States pursuant to this

Stipulation or the Payment Conditions,

are unallowable costs for government contracting purposes (hereinafter referred to as "Unallowable Costs").

b. Future Treatment of Unallowable Costs: Unallowable Costs will be separately determined and accounted for by Logan, and Logan shall not charge such Unallowable Costs directly or indirectly to any contract with the United States.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Within 90 days of the Effective Date of this Stipulation, Logan shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by Logan or any of his agents from the United States. The United States, including the Department of Justice and/or the affected agencies, reserves its right to audit, examine, or re-examine Logan's books and records and to disagree with any calculations submitted by Logan regarding any Unallowable Costs included in payments previously sought by Logan, or the effect of any such Unallowable Costs on the amount of such payments.

18. Each Party shall bear its own legal and other costs incurred in connection with this matter.

19. Any failure by the Government to insist upon the material performance of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof,

and the Government, notwithstanding that failure, shall have the right thereafter to insist upon material performance of any and all of the provisions of this Stipulation.

20. This Stipulation is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Stipulation is the United States District Court for the Southern District of New York. For purposes of construing this Stipulation, this Stipulation shall be deemed to have been drafted by all Parties to this Stipulation and shall not, therefore, be construed against any Party in any subsequent dispute.

21. Subject to the exceptions set forth in this Stipulation, and in consideration of the obligations of Logan as set forth in this Stipulation, and conditioned upon Logan's full compliance with the terms of this Stipulation and the Payment Conditions, the Government shall dismiss with prejudice the claims against Logan (and only Logan) in the Amended Federal Complaint, and Relators shall dismiss with prejudice the claims against Logan (and only Logan) in the Relators' Complaint; provided, however, that nothing in this Stipulation shall require the Government to dismiss the claims it has asserted against any other individual or entity in the Amended Federal Complaint, or Relators to dismiss the claims they have asserted against any other individual or entity in the Relators' Complaint; and provided further that nothing in this Stipulation shall preclude the Government from further amending the Amended Federal Complaint to assert claims against any additional individuals; and provided further that the Court shall retain jurisdiction over this Stipulation and each Party to enforce the obligations of each Party under this Stipulation.

22. This Stipulation constitutes the complete agreement between the Parties with respect to the subject matter hereof. This Stipulation may not be amended except by written consent of the Parties.

23. The undersigned counsel and any other signatories represent and warrant that they are fully authorized to execute this Stipulation on behalf of the persons and/or entities indicated below.

24. This Stipulation may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Stipulation. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Stipulation.

25. Any notices pursuant to this Stipulation shall be in writing and shall be delivered by hand, express courier, or facsimile transmission followed by postage-prepaid mail, and shall be addressed as follows:

IF TO THE UNITED STATES:

Christopher B. Harwood
Assistant United States Attorney
United States Attorney's Office
Southern District of New York
86 Chambers Street, Third Floor
New York, New York 10007
Facsimile: (212) 637-2786

IF TO LOGAN

Andrew B. Stoll, Esq.
Stoll, Glickman & Bellina, LLP
475 Atlantic Avenue, Third Floor
Brooklyn, New York 11217
Facsimile: (718) 852-3586

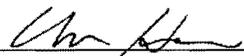
26. The Effective Date of this Stipulation is the date upon which this Stipulation is entered by the Court.

Agreed to by:

THE UNITED STATES OF AMERICA

Dated: New York, New York
August 5, 2013

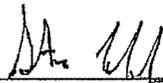
PREET BHARARA
United States Attorney for the
Southern District of New York

By: 
CHRISTOPHER B. HARWOOD
Assistant United States Attorney
86 Chambers Street, Third Floor
New York, New York 10007
Telephone: (212) 637-2728
Facsimile: (212) 637-2786

Attorney for the United States of America

RELATORS

Dated: New York, New York
July 26, 2013

By: 
STEVEN CABALLERO

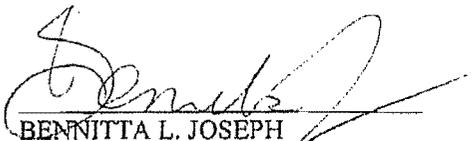
Relator

Dated: New York, New York
July 30, 2013

By: 
CARMEN SKRINE

Relator

Dated: New York, New York
August 1, 2013

By: 
BENNITTA L. JOSEPH
The Law Office of Borrelli & Associates P.L.L.C.
1010 Northern Blvd. Suite 328
Great Neck, New York 11021
Telephone: (516) 248-5550
Facsimile: (516) 248-6027

Attorneys for Relators

MICHAEL LOGAN

Dated: New York, New York
8/1, 2013

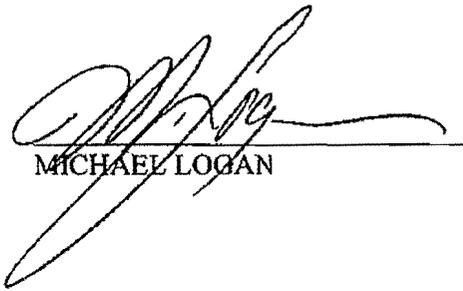
By:


ANDREW B. STOLL
Stoll, Glickman & Bellina, LLP
475 Atlantic Avenue, Third Floor
Brooklyn, New York 11217
Telephone: (718) 852-3710
Facsimile: (718) 852-3586

Attorneys for Michael Logan

Dated: New York, New York
8/1, 2013

By:


MICHAEL LOGAN

SO ORDERED:

Louis L. Stanton
UNITED STATES DISTRICT JUDGE

August 8, 2013

EXHIBIT A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	:
THE UNITED STATES OF AMERICA, ex rel.	:
STEVEN CABALLERO AND	:
CARMEN SKRINE,	:
	:
Plaintiffs/Relators,	:
	:
v.	:
	:
TESTQUEST, INC., THE CITY OF NEW YORK,	: 12 Civ. 4626 (LLS)
NEW YORK CITY DEPARTMENT OF	:
EDUCATION, MTL CONSULTANTS,	:
TIFFANY HOTT, in her individual and official	:
capacity, and MICHAEL LOGAN, in his	:
individual and official capacity,	:
	:
Defendants.	:

CONSENT JUDGMENT

-----X	:
UNITED STATES OF AMERICA,	:
	:
Plaintiff,	:
	:
v.	:
	:
TESTQUEST, INC., MICHAEL LOGAN,	:
SANDRA ALLEN, SYLVIA BRATHWAITE,	:
and QUENTON GITTENS,	:
	:
Defendants.	:
-----X	:

Upon the consent of plaintiff the United States of America and defendant Michael Logan, following entry of a stipulation and order of settlement; it is hereby

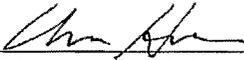
ORDERED, ADJUDGED AND DECREED: That plaintiff the United States of America is awarded judgment in the sum of \$2,300,000 as of July 31, 2013, as against defendant Michael Logan, plus any and all applicable post-judgment interest as permitted by law.

Agreed to by:

THE UNITED STATES OF AMERICA

Dated: New York, New York
August 5, 2013

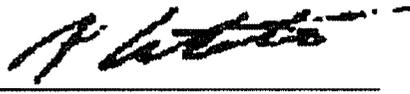
PREET BHARARA
United States Attorney for the
Southern District of New York

By: 
CHRISTOPHER B. HARWOOD
Assistant United States Attorney
86 Chambers Street, Third Floor
New York, New York 10007
Telephone: (212) 637-2728
Facsimile: (212) 637-2786

Attorney for the United States of America

MICHAEL LOGAN

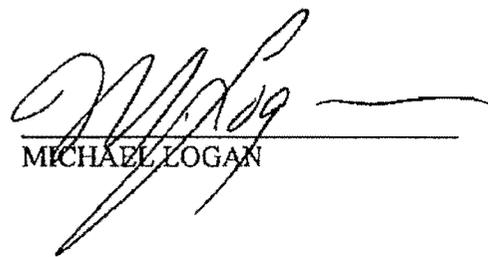
Dated: New York, New York
8/1, 2013

By: 

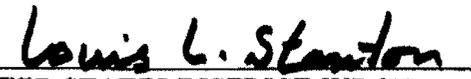
ANDREW B. STOLL
Stoll, Glickman & Bellina, LLP
475 Atlantic Avenue, Third Floor
Brooklyn, New York 11217
Telephone: (718) 852-3710
Facsimile: (718) 852-3586

Attorneys for Michael Logan

Dated: New York, New York
8/1, 2013

By: 
MICHAEL LOGAN

SO ORDERED:


UNITED STATES DISTRICT JUDGE

Dated: August 8, 2013